

SERIAL NO. _____

COUNTY OF TULARE

STATE OF CALIFORNIA



SPECIAL PROVISIONS PROPOSAL AND CONTRACT

FOR CONSTRUCTION OF

AC OVERLAY PROJECT LOCATIONS:

- 1. AVENUE 56 – SR43 TO ROAD 96**
- 2. AVENUE 256 – ROAD 180 TO ROAD 188**
- 3. MONSON DRIVE – AVENUE 384 TO ROAD 104**
- 4. D238 – AVENUE 124 TO TEAPOT DOME AVE.**
- 5. SUCCESS DRIVE – PARK TO CONNER ST.**

FUNDED BY:

2006 HALF-CENT TRANSPORTATION SALES TAX MEASURE
(MEASURE R)

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COUNTY OF TULARE
STATE OF CALIFORNIA
**SPECIAL PROVISIONS
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2006 HALF-CENT TRANSPORTATION SALES TAX MEASURE
(MEASURE R)

APPROVED: Michael Bond, P.E.
Interim Assistant Director - Public Works
Tulare County Resource Management Agency

DATE: 2-25-15

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY
OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEER:

SIGNED: Jimmy Yamakawa, P.E.
Project Manager
Tulare County Resource Management Agency

DATE: 2/24/15



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SPECIAL PROVISIONS

For Construction of

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COUNTY OF TULARE

STATE OF CALIFORNIA

NOTICE TO BIDDERS

Complete, signed, sealed bid proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF

AC OVERLAY PROJECT LOCATIONS:

- 1. AVENUE 56 – SR43 TO ROAD 96**
- 2. AVENUE 256 – ROAD 180 TO ROAD 188**
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will be received at the office of the Clerk of the Board of Supervisors, Administration Building, County Civic Center, 2800 West Burrel Avenue, Visalia, California, until **2:00 pm on Wednesday, April 8, 2015**, at which time they will be publicly opened and read at said location.

General work description: The work to be done consists, in general of cold planning the existing pavement and placing asphalt concrete (AC) over pavement reinforcing fabric including removal of additional depths of distressed areas as shown on the plans. There are various locations throughout Tulare County that these projects are to be performed as herein mentioned by the plans, Standard Specifications or these Special Provisions. Bidders may visit the project site.

This project is off of the Federal Highway System.

These projects are Measure R projects with an estimated cost of approximately \$1,960,000. An additive bid alternate is also requested with the bid proposal.

Complete the work within 60 days.

Plans, specifications, and proposal forms for bidding this project can only be obtained at the Resource Management Agency-Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277; Telephone (559) 624-7000, office hours 9 AM-4:30 PM, Mon-Thurs (closed Fri.). There is a non-refundable fee of \$25.00 per set of documents. An unofficial set of Plans, Specifications, and all pertinent documents are available for download at the County's website at the following address:

<http://www.tularecounty.ca.gov/rma/index.cfm/public-works/public-works-projects/>

FOLLOW THESE INSTRUCTIONS: Remove perforated "Proposal" Section from this Special Provisions package. Complete all required forms and exhibits and submit unbound/unstapled originals at the location described above.

To be considered a plan holder and to receive any addendum, bidders must obtain a set of plans, specifications and proposal forms at the Resource Management Agency, and be listed on the planholders list. Bidders must be on the planholders list for their bid to be considered responsive. All addendums, prebid meeting minutes, bid clarifications, plan holders list, and relevant information will be available at the County's website as mentioned above. Addendums will also be provided to contractors on the plan holders list via the information provided by the contractor on the plan holders list. Bid results will be posted on the County website within two working days of the bid opening.

Technical questions should be directed in writing to Jimmy Yamakawa, P.E. at the Resource Management Agency, 5961 S. Mooney Blvd, Visalia CA 93277 or at jyamakaw@co.tulare.ca.us. **No questions shall be accepted within five working days of the bid opening (Questions shall be received by 5:00pm Wednesday April 1, 2015).** All questions and responses will be continuously posted on the County website.

A prebid meeting will not be held for this project. The bidder awarded the contract may need to obtain permits, licenses, or enter into agreements to prosecute the work. Bidders are advised that, unless otherwise stated, the contract price will be full compensation and no additional compensation will be allowed. If the bidder must obtain permits, licenses, contracts or other services to prosecute the work, the bidder will pay the cost of those items and no other compensation will be paid by the County.

Bids are required for the entire work described herein. Each bid proposal shall be accompanied by a bidder's bond, or by a certified check or cashier's check, in the amount of ten percent (10%) of the amount bid or the bid will be considered unresponsive.

The County of Tulare affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

At the time the bid is awarded, you shall possess a current valid California Class A Contractor's license.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The successful bidder must provide the performance bond, payment bond, workers compensation certificate, and liability insurance policy required by the Special Provisions and contract. Three million dollars (\$3,000,000) liability coverage is required for this project.

Substitution for moneys withheld shall be permitted pursuant to Public Contract Code Section 10263. This project is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done, have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are on file with the Clerk of the Board of Supervisors and will be made available to any interested person on request. Also, the General Prevailing Wage Rates are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed in the Special Provisions.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

You shall be responsible for compliance by all subcontractors with Labor Code Section 1776.

All bidders are invited to attend the bid opening. The results of the bid opening will be reported to the Board of Supervisors at a scheduled meeting. The contract will be awarded in the manner and within the time periods provided in Section 3 of the Standard Specifications, Department of Transportation of the State of California, 2010 Edition, as amended by the project Special Provisions, unless the Board of Supervisors exercises its right to reject any or all bids.

By order of the Board of Supervisors.

JEAN M. ROUSSEAU
County Administrative Officer/
Clerk, Board of Supervisors.

By _____ Original Signed

Deputy

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**DIVISION I GENERAL PROVISIONS**

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Add to Section 1-1.01:

For the purpose of this contract, the following terms or pronouns in place of them, used throughout the Standard Specifications and these Special Provisions and defined in Section 1, Definitions, of the Standard Specifications, shall be interpreted as follows:

all be interpreted as follows:

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Department of of Highways, or transportation	The Tulare County Board of Supervisors when used only to identify a State Document.
Transportation Engineering or	County Administrative Officer
or State Highway	Tulare County Director of the Transportation Management Agency/Director or designee and authorized agent within the scope of their authority.

STATE OF CALIFORNIA; COUNTY OF TULARE
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1. One complete set of full size (24"x36") Project Plans
2. One complete set of half size (11"x17") Project Plans

3. Two complete bid books including:
 - 3.1. Notice to Contractors
 - 3.2. Special Provisions
 - 3.3. Technical Specifications
 - 3.4. Proposal
 - 3.5. Contract
4. One Compact Disk (CD) with Adobe PDF versions of full size and half size plans and Special Provisions, Proposal and Contract.

No additional copies will be provided. Additional bid books, if available, may be purchased at twenty five dollars (\$25) per book.

Replace "holiday" and its definition in Section 1-1.07B with:

holiday: County legal holidays and every Sunday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

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**Replace Section 2-1.06 with the following:**

## 2-1.06 BID DOCUMENTS

## 2-1.06A General

*Standard Specifications* and *Standard Plans* may be viewed at the Caltrans Web site and may be purchased at the Publication Distribution Unit.

The *Special Provisions Proposal and Contract* and project plans may be viewed and at the Resource Management Agency, 5961 South Mooney Boulevard, Visalia, CA 93277 and at the County's Web site:

<http://www.tularecounty.ca.gov/rma/index.cfm/public-works/public-works-projects/>

The *Special Provisions Proposal* and *Contract* books may be ordered at the Resource Management Agency, 5961 South Mooney Boulevard, Visalia, CA 93277.

The *Special Provisions Proposal and Contract* includes the *Notice to Bidders*, revised standard specifications, and special provisions.

## 2-1.06B Supplemental Project Information

The County makes supplemental information available as specified in the special provisions.

Logs of test borings are supplemental project information.

If an *Information Handout* is available you may view it at the County Web site.

If other supplemental project information is available for inspection, you may view it by phoning in a request. Make your request at least 7 days before viewing. Include in your request:

1. Contract number
2. Viewing date
3. Contact information, including telephone number

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust dimensions of the work to fit existing conditions.

**Replace Section 2-1.33A with the following:**

### 2-1.33A General

Complete forms in the *Proposal*. Submit the forms with your bid.

**Replace Section 2-1.34 with the following:**

### 2-1.34 BIDDER'S SECURITY

Submit your bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cashier's check
2. Certified check
3. Bidder's bond signed by a surety insurer who is licensed in California

If using a bidder's bond, you must use the form in the *Proposal*.

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### 3 CONTRACT AWARD AND EXECUTION

Replace all of Section 3 with:

#### 3-1.01 AWARD OF CONTRACT

The County reserves the right to reject any or all proposals, or waive any discrepancy in a proposal. The decision of the County regarding the amount of a bid, or existence or treatment of a discrepancy in a bid will be final. The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within **60** days after the opening of proposal. This period may be subject to an extension for such further period as may be agreed upon in writing between the County and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The County's budget for this project is \$1,960,000. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

The following failures are not waiveable and will cause a bid to be considered non-responsive:

1. Failure to sign the bid
2. Failure to furnish the required bid bond or equivalent
3. Failure to include a total amount of the bid
4. Failure to submit a completed addenda certification statement
5. Failure to be on the planholders list

The above list is not inclusive of all failures that the County will consider non-responsive; however the County reserves the right to waive other types of discrepancies or failures. The County's decision or treatment regarding a bid will be final.

The contract must be signed by the successful bidder and returned together with the contract bonds and insurance certificates within **ten (10) days**, not including Saturday, Sunday or Tulare County legal holidays, after the bidder has received notice from the Agency that the contract is scheduled for award by the Board of Supervisors.

Bid Protests must be filed in writing with the Assistant Director – Public Works, Resource Management Agency, 5961 S. Mooney Boulevard, Visalia, CA 93277 after the bid opening but the day before award of the contract by the Board of Supervisors. The protestor must file a detailed written statement of the grounds for the protest at the time the bid protest is made. Upon receipt of a protest, the Assistant Director – Public Works will inform the protestor in writing of the time and place that the Board of Supervisors will hear the protest.

#### 3-1.02 BONDS

You must file with the signed contract two bonds, these bonds must be in the amount and for the purposes specified below. They must be surety bonds and must be issued by corporations duly and legally licensed to transact business in the State of California. They must be maintained by you, at your expense, during the entire term of the contract.

A Performance Bond must be furnished in the amount of one hundred percent (100%) of the contract price and must guarantee faithful performance of the contract and must insure the County during the life

of the contract and for the term of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

A Payment Bond must be furnished in the amount of one hundred percent (100%) of the contract price and must guarantee the payment in full of all claims for labor and material in accordance with the provisions of Section 3247-3248 of the Civil Code of the State of California. The life of the Payment Bond must extend to 30 days after notice of completion is recorded.

All bonds required, whether Bid Bonds, Performance, Payment, or other Bonds, must be issued by an admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. **The Payment, Bid and Performance Bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are in the form shown in these Special Provisions, and are underwritten by an admitted surety.**

An unrevoked attorney-in-fact must accompany the bid certifying an agent to issue the performance bond and the materials and labor bond.

The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The bidder may be required to submit the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code 173.

### **3-1.03 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)
3. The Contractor will have the required license until the project is completed.

### **3-1.04 CONTRACT EXECUTION**

The successful bidder must sign the *Contract* form.

Deliver to the Engineer:

1. Signed *Contract* form (6 signed originals). Each copy of the Contract must be signed by both the company president or vice president and the company secretary or treasurer with the Contractor's license number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code Section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 3247 through 3252, with either County Clerks certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance.



4. Certificate(s) of Insurance in compliance with the requirements of these special provisions including general liability, automobile and workers' compensation.
5. Evidence that you possess a current, valid state Contractor's license required to perform the work under this Contract. A copy of your license is sufficient.

The Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract is included in the *Special Provisions Proposal and Contract*

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## 4 SCOPE OF WORK

Except as provided for in Public Contract Code Section 7102, you have no claim for damages or compensation for any delay or hindrance.

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## **5 CONTROL OF WORK**

### **Delete Section 5-1.09 PARTNERING**

### **Add Section 5-1.23B(8)**

Contractor shall complete all mainline paving at each location including drives, intersections and shoulder backing, prior to starting mainline paving at any other location, as directed by the Engineer.

### **Replace Section 5-1.27E with:**

#### **5-1.27E Change Order Bills**

Maintain separate records for change order work costs.

Submit change order bills to the Engineer.

### **Replace Section 5-1.28 with:**

#### **5-1.28 UTILITIES**

You must make arrangements to obtain electrical power, water or compressed air or other utilities required for your operations and you must make and maintain the necessary service connections at your own expense.

### **Replace Section 5-1.32 with:**

#### **5-1.32 AREAS FOR CONTRACTOR'S USE**

No area is available within the contract limits for your exclusive use. However, temporary storage of equipment and materials on County property may be arranged with the Engineer. Use of work areas and other County-owned property shall be at your own risk. The County shall not be held liable for damage to or loss of materials or equipment located within these areas.

Remove all equipment, materials, and rubbish from the work areas and other County-owned property you occupy and leave the areas in a presentable condition. Comply with Section 4-1.13.

You must secure, at your own expense, areas required for storage of materials and equipment or for other purposes if sufficient area is not available within the contract limits.

The County does not allow temporary residences within the County right-of-way.

### **Add to the last sentence of the last paragraph in Section 5-1.38:**

or defects in workmanship and materials.

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## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### Add to the second paragraph of Section 7-1.02K(2):

3. At the Clerk of the Board of Supervisors

### Replace the first sentence of the sixth paragraph of Section 7-1.02K(2) with:

The Contractor and any subcontractor must forfeit to the Department not more than \$200 per day or part of a day for each worker paid less than the prevailing wage rate and pay the worker the difference between the prevailing wage rate and the rate paid (Labor Code § 1775).

### Delete the following from Section 7-1.02K(3):

You may submit certified payroll records electronically to the mailbox address that corresponds to the district in which the work is located. The districts' electronic mailbox addresses are as shown in the following table:

**Electronic Mailboxes**

| District | Address                        |
|----------|--------------------------------|
| 1        | district1.payrolls@dot.ca.gov  |
| 2        | district2.payrolls@dot.ca.gov  |
| 3        | district3.payrolls@dot.ca.gov  |
| 4        | district4.payrolls@dot.ca.gov  |
| 5        | district5.payrolls@dot.ca.gov  |
| 6        | district6.payrolls@dot.ca.gov  |
| 7        | district7.payrolls@dot.ca.gov  |
| 8        | district8.payrolls@dot.ca.gov  |
| 9        | district9.payrolls@dot.ca.gov  |
| 10       | district10.payrolls@dot.ca.gov |
| 11       | district11.payrolls@dot.ca.gov |
| 12       | district12.payrolls@dot.ca.gov |

Before submitting the payroll records electronically, you must complete and sign the Contractor's Acknowledgement and submit it to the district's electronic mailbox address.

The Department responds with an e-mail containing a Caltrans Internet Certificate to be used for the electronic submission of payroll records. When you accept the certificate and reply to the e-mail, the Department is ready to accept your electronic submissions.

Each electronic submission must:

1. Include certified payroll records in a non-modifiable pdf format. No spreadsheets, Microsoft Word documents, or password-protected documents are accepted.
2. Include a signed *Statement of Compliance* form with each weekly record.
3. Be received by the Department by close of business on the 15th day of the month for the prior month's work.
4. Be encrypted before submission.
5. Contain the following information in the subject line:
  - 5.1. Contract number.
  - 5.2. Week ending date as W/E mm/dd/yy.
6. Contain 1 contract number and week ending date per submission.

For additional information on electronic submission of certified payroll records, go to the Department's Labor Compliance Web site.

**Replace Section 7-1.05 with:**

**7-1.05 INDEMNIFICATION**

Hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including County property, arising from, or in connection with, the performance by Contractor or its agents, officers and employees under this Contract or also referred to as this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against the County alleging civil rights violations by you under Government Code sections 12920 et seq. (California Fair Employment and Housing Act) and any fines or penalties imposed on County for your failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term or termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**Replace Section 7-1.06 with:**

**7-1.06 INSURANCE**

Prior to approval of this agreement by the County, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth below, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as outlined below shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

**1. Minimum Scope & Limits of Insurance**

- 1.1. Coverage at least as broad as Commercial General Liability Insurance of \$2,000,000 combined single limit per occurrence. If the annual aggregate applies it must be \$3,000,000 or higher. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
- 1.2. Comprehensive Automobile Liability Insurance of \$1,000,000 per occurrence for bodily injury and property damage. If the annual aggregate applies it must be no less than \$2,000,000
- 1.3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 1.4. Bid Bond to ensure the successful bidder will undertake the project at the quoted price.
- 1.5. Performance Bond for the full value of the contract.
- 1.6. Payment bond or Labor and Materials Bond to guarantee payment of all work to subcontractors, suppliers and laborers.

**2. Specific Provisions of the Certificate**

- 2.1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least **three (3)** years after completion of the contract work.
- 2.2. The General Liability and Automobile Liability policies are to be endorsed to contain the following provisions:
  - 2.2.1 *The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*

- 2.2.2 *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - 2.2.3 *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*
- 2.3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the CONTRACTOR, its employees, agents and subcontractors:
  - 2.3.1 *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*
- 3. Deductibles and Self-Insured Retentions
  - 3.1. The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.
- 4. Acceptability of Insurance
  - 4.1. Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-):VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
- 5. Verification of Coverage
  - 5.1. Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

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## 8 PROSECUTION AND PROGRESS

### Add to Section 8-1.01:

You must procure all permits, licenses, contracts and other services needed to prosecute the work. You must pay for all permits, licenses, contracts and other services. Payment is included in the contract price and no additional compensation will be allowed.

The number of working days allowed for completion of the work shall be set forth in Section 8-1.05 of the Standard Specifications as modified by Article XIII of the Contract. In the case of a conflict between the Standard Specifications and the Contract, the Contract shall prevail.

The sum to be paid as liquidated damages shall be set forth in section 8-1.10 of the Standard Specifications as modified by Article XIII of the Contract.

### Add to Section 8-1.02:

Any time the Engineer requests a practicable progress schedule in writing, submit the updated schedule within 10 working days of the Engineer's written request.

The number of working days in Article XIII of the Contract are for the work of the Base Bid. The number of working days will be increased for the Additive Bid Alternate, if awarded, according to the following schedule:

Additive Bid Alternate: +10 working days

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## 9 PAYMENT

**Replace the twelfth paragraph beginning with “For these payments, interest starts to accrue...” in Section 9-1.03 with:**

For these payments, interest starts to accrue 30 days after the Engineer receives acceptance from you of the progress payment amount determined by the Engineer. Acceptance of the progress payment may be in the form of an invoice matching the progress payment amount or a letter indicating that you accept the amount of the progress payment.

**Replace the last paragraph of Section 9-1.03 with:**

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.

**Add the following to Section 9-1.16A with:**

### **9-1.16A General**

Submit an invoice matching the progress payment amount or a signed letter indicating that you accept the progress payment amount. The Engineer does not process a progress payment without the matching invoice or the progress payment acceptance letter.

**Replace Section 9-1.17D(1) with:**

### **9-1.17D(1) General**

If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the County pays the amount due within 90 days. This final estimate and payment is conclusive except as specified in sections 5-1.27, 6-3.06, and 9-1.21.

If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within 90 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in sections 5-1.27, 6-3.06, and 9-1.21.

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## DIVISION II GENERAL CONSTRUCTION

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## 14 ENVIRONMENTAL STEWARDSHIP

### Add following the last paragraph of Section 14-1.01:

You must comply with all applicable requirements and provisions of the environmental document(s) and the permits obtained for this project.

A delay to the controlling operation due to environmental requirements will be considered a temporary suspension of work under Section 8-1.06. No contract adjustment or additional compensation will be made for delays caused by environmental requirements. The days on which the suspension is in effect shall not be considered working days as defined in Section 8-1.06B.

### Replace Section 14-10.03 with:

#### 14-10.03 Recycling and Diversion of Construction and Demolition Debris

You must comply with Article 10 of the Tulare County Ordinance Code Chapter 3, Part IV, "Recycling and Diversion of Construction and Demolition Debris," which requires you to recycle 100% of inert solids (asphalt, concrete, rock, stone, brick, sand, soil and fines) and 50% by weight of the remaining construction and demolition material generated by the work. Submit the required Pre-Plan portion of the Construction and Demolition Waste Recycling and Reuse Plan after the award of the contract to the Engineer with the contract documents identifying the material type, hauler, disposal location and the percentage of material to be reused or recycled. There is no filing fees required for this submission of this plan. A copy of the Ordinance, the form for the Construction and Demolition Waste Recycling and Reuse Plan and other information may be found at:

[http://www.co.tulare.ca.us/government/solid\\_waste/construction\\_n\\_demolition/default.asp](http://www.co.tulare.ca.us/government/solid_waste/construction_n_demolition/default.asp)

Submit to the Engineer the required Final Report of the Construction and Demolition Waste Recycling and Reuse Plan prior to the Engineer's acceptance of the work.

Full compensation for all labor, tools, equipment and reporting requirements required for compliance with the Recycling and Diversion of Construction and Demolition Debris Ordinance shall be considered as included in the items of work generating this debris and no additional compensation will be allowed therefor.

### Replace Section 14-11.02A with:

#### 14-11.02A Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and you encounter materials you reasonably believe to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, you may continue work in unaffected areas reasonably believed to be safe. You must immediately cease work in the affected area and report the condition to the Engineer in writing.

If required, removal of asbestos or hazardous substances including additional exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract and all work shall conformance with Section 25914.1 of the Health and Safety Code.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and you will be compensated for the delay in conformance with the provisions in Section 8-1.07.

**Replace Section 14-12.02 with:**

**14-12.02 PERMITS AND LICENSES**

Comply with Section 5-1.20B.

Comply with the requirements of the permits acquired by the County for this project located elsewhere in these special provisions.

You must comply with all applicable San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) regulations and requirements.

Obtain a Demolition Permit Release from SJVAPCD. Nothing herein or elsewhere within these special provisions shall be construed as limiting your responsibility for complying with all applicable rules and regulations. You are responsible for payment of all the fees required to obtain the Demolition Permit Release.

Comply with Section 7-1.02, Section 7-1.07, Section 14-9.02 and Section 14-9.03.

For projects that will result in land disturbance of greater than one acre file the Notice of Intent and pay the appropriate fee as required by the terms of General Permit No. CSA000002, for the discharge of storm water associated with construction activity.

Payment for conforming to the requirements in these permits shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

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## **DIVISION III GRADING**

### **19 EARTHWORK**

#### **Add to section 19-1.01A:**

Earthwork activities include developing a water supply, and finishing the roadway. Comply with sections 17-2, and 22.

#### **DELETE Section 19-9.02 MATERIALS,**

Item 5. Reclaimed processed asphalt concrete, PCC. LCB, or CTB

#### **Add to Section 19-9.02A:**

Shoulder backing shall be graded and rolled to obtain a smooth surface and a relative compaction of 90% for the complete depth of the material worked. The top 0.25 foot (3") of shoulder backing shall conform to Section 19-9.02 Materials or imported borrow or existing native material present within the county right of way and the edge of paved roadway if material conforms to Section 19-9.02.

Shoulder backing will be measured by the station along each edge of surfacing where shoulder backing is constructed. A station shall be considered 100 feet. The length of shoulder backing to be paid for will be determined from actual measurement, or calculated from centerline stationing or post mileage as determined by the Engineer.

The shoulder back shall be graded at a maximum of 4:1 and the final grade to be determined by the Engineer for existing conditions, road travel recovery and emergency parking.

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## DIVISION V SURFACING AND PAVEMENTS

**Add to section 39-1.01A:**

**Add to section 39-1.02C:**

**Add to section 39-1.02E:**

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## **DIVISION VIII MISCELLANEOUS CONSTRUCTION**

### **81 MONUMENTS**

**Replace 2nd sentence from Section 81-1.02 with:**

Contractor furnishes survey marker disk which shall be 2 inch diameter bronze marker with "X" in the center of the top cap. Survey marker shall be a Berntsen model CD2B or approved equivalent.

**Add to Section 81-1.03:**

Prior to the time of any construction, survey monuments in the construction area shall have corner record or record of survey filed with the County Surveyor. The monuments shall be located and referenced by or under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying.

Any disturbed, destroyed, damaged, covered or otherwise obliterated survey monuments shall be reestablished, reset or relocated in the original or same horizontal location. The reestablished or reset survey monument marker shall be stamped with L.S. (Land Surveyor) or R.C.E. (Registered Civil Engineer) number and a corner record or record of survey be filed with the County Surveyor prior to the recording of a certificate of completion for the project.

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## DIVISION X MATERIALS

## 88 GEOSYNTHETICS

**Add to Section 88-1.01A:**

Filter fabric for crushed gravel must conform to the requirements for Class 8 rock slope protection per Section 88-1.02I.

**Replace “Not Used” in Section 88-1.04 with the following:**

The cost for filter fabric for crushed gravel, including furnishing the resources and activities required to complete the work, is included in the cost for 3/4" Crushed Gravel, and no additional compensation will be allowed therefor.

sources and activities required to complete the work. No additional compensation will be allowed therefor.

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# REVISED STANDARD SPECIFICATIONS

## DATED 04-19-13

Revised standard specifications are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*. A date under a main-section heading is the date of the latest revision to the section.

Each revision to the *Standard Specifications* begins with a revision clause that describes a revision to the *Standard Specifications* or introduces a revision to the *Standard Specifications*. For a revision clause that describes a revision, the date on the right above the clause is the publication date of the revision. For a revision clause that introduces a revision, the date on the right above a revised term, phrase, clause, paragraph, or section is the publication date of the revised term, phrase, clause, paragraph, or section. For a multiple-paragraph or multiple-section revision, the date on the right above a paragraph or section is the publication date of the paragraphs or sections that follow.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

## DIVISION I GENERAL PROVISIONS

### 1 GENERAL

04-19-13

Replace "current" in the 2nd paragraph of section 1-1.05 with:

most recent

04-20-12

Add to the 4th paragraph of section 1-1.05:

04-20-12

Any reference directly to a revised standard specification section is for convenience only. Lack of a direct reference to a revised standard specification section does not indicate a revised standard specification for the section does not exist.

Add to the 1st table in section 1-1.06:

04-19-13

|     |                                  |
|-----|----------------------------------|
| LCS | Department's lane closure system |
| POC | pedestrian overcrossing          |
| QSD | qualified SWPPP developer        |
| QSP | qualified SWPPP practitioner     |
| TRO | time-related overhead            |
| WPC | water pollution control          |

Delete the abbreviation and its meaning for *UDBE* in the 1st table of section 1-1.06.

06-20-12

Delete "Contract completion date" and its definition in section 1-1.07B.

10-19-12

Delete "critical delay" and its definition in section 1-1.07B.

10-19-12

**Replace "day" and its definition in section 1-1.07B with:**

10-19-12

**day:** 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
  - 2.1. Saturday and holiday.
  - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
    - 2.2.1. Adverse weather-related conditions.
    - 2.2.2. Maintaining traffic under the Contract.
    - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
    - 2.2.4. Unanticipated event not caused by either party such as:
      - 2.2.4.1. Act of God.
      - 2.2.4.2. Act of a public enemy.
      - 2.2.4.3. Epidemic.
      - 2.2.4.4. Fire.
      - 2.2.4.5. Flood.
      - 2.2.4.6. Governor-declared state of emergency.
      - 2.2.4.7. Landslide.
      - 2.2.4.8. Quarantine restriction.
    - 2.2.5. Issue involving a third party, including:
      - 2.2.5.1. Industry or area-wide labor strike.
      - 2.2.5.2. Material shortage.
      - 2.2.5.3. Freight embargo.
      - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
      - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
  - 2.3. Day during a concurrent delay.
3. **original working days:**
  - 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost plus time based bid.
  - 3.2. Working days bid to complete the work for a cost plus time based bid.

Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

**Replace "Contract" in the definition of "early completion time" in section 1-1.07B with:**

10-19-12

work

**Replace "excusable delay" and its definition in section 1-1.07B with:**

10-19-12

**delay:** Event that extends the completion of an activity.

1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began such as:
  - 1.1. Change in the work
  - 1.2. Department action that is not part of the Contract
  - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified

- 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
- 1.5. Department's failure to obtain timely access to the right-of-way
- 1.6. Department's failure to review a submittal or provide notification in the time specified
2. **critical delay:** Excusable delay that extends the scheduled completion date
3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
  - 3.1. Critical delay
  - 3.2. Delay to a controlling activity caused by you
  - 3.3. Non-working day

**Replace "project" in the definition of "scheduled completion date" in section 1-1.07B with:**

work

10-19-12

**Add to section 1-1.07B:**

**Contract time:** Number of original working days as adjusted by any time adjustment.

10-19-12

**Disadvantaged Business Enterprise:** Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

06-20-12

**Replace "PO BOX 911" in the District 3 mailing address in the table in section 1-1.08 with:**

703 B ST

04-20-12

**Add to the table in section 1-1.11:**

|                                                    |                                                                                                                                           |    |    |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----|----|
| Office Engineer--All Projects Currently Advertised | <a href="http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php">http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php</a> | -- | -- |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----|----|

01-20-12

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## 2 BIDDING

10-19-12

**Replace the 3rd paragraph of section 2-1.06B with:**

If an *Information Handout* or cross sections are available:

01-20-12

1. You may view them at the Contract Plans and Special Provisions link at the Office Engineer--All Projects Currently Advertised Web site
2. For an informal-bid contract, you may obtain them at the Bidders' Exchange street address

**Add a paragraph break between the 1st and 2nd sentences of the 5th paragraph of section 2-1.06B.**

01-20-12

**Add between "and" and "are" in item 2 in the list in the 7th paragraph of section 2-1.06B:**

04-20-12

they

**Delete "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 2-1.12B.**

06-20-12

**Delete *U* in *UDBE* at each occurrence in section 2-1.12B.**

06-20-12

**Replace the 2nd paragraph of section 2-1.12B(1) with:**

06-20-12

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs.

**Delete the 3rd paragraph of section 2-1.12B(1):**

06-20-12

**Replace the 7th paragraph of section 2-1.12B(1) with:**

06-20-12

All DBE participation will count toward the Department's federally-mandated statewide overall DBE goal.

**Replace "offered" at the end of the 2nd sentence of item 7 in the list of 2nd paragraph of section 2-1.12B(3) with:**

06-20-12

provided

**Delete the 2nd paragraph of section 2-1.33A.**

01-20-12

**Replace the 3rd paragraph of section 2-1.33A with:**

01-20-12

Do not fax submittals. All submittals must be included with your bid. Failure to do so results in a nonresponsive bid.

**Add to section 2-1.33C:**

10-19-12

On the *Subcontractor List*, you must submit each subcontracted bid item number and corresponding percentage with your bid. Failure to do so results in a nonresponsive bid.

**Replace the paragraph in section 2-1.35 with:**

01-20-12

Submit proof of each required SSPC QP certification with your bid or emailing the contact person on the Notice to Bidders before 4:00 p.m. on the 2nd business day after bid opening. Failure to do so results in a nonresponsive bid.

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### 3 CONTRACT AWARD AND EXECUTION

10-19-12

#### Add to the end of section 3-1.04:

10-19-12

You may request to extend the award period by emailing a request to the contact person on the Notice to Bidders before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

#### Replace the paragraph in section 3-1.11 with:

10-19-12

Complete and deliver to the Office Engineer a *Payee Data Record* when requested by the Department.

#### Replace section 3-1.13 with:

07-27-12

##### 3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

#### Add to item 1 in the list in the 2nd paragraph of section 3-1.18:

07-27-12

, including the attached form FHWA-1273

#### Delete item 4 of the 2nd paragraph of section 3-1.18.

10-19-12

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### 5 CONTROL OF WORK

10-19-12

#### Add between "million" and ", professionally" in the 3rd paragraph of section 5-1.09A:

10-19-12

and 100 or more working days

#### Add to the list in the 4th paragraph of section 5-1.09A:

10-19-12

9. Considering discussing with and involving all stakeholders in evaluating potential VECs

#### Add to the end of item 1.1 in the list in the 7th paragraph of section 5-1.09A:

10-19-12

, including VECs

**Replace the 1st paragraph of section 5-1.09C with:**

10-19-12

For a contract with a total bid over \$10 million and 100 or more working days, training in partnering skills development is required.

**Delete the 2nd paragraph of section 5-1.09C.**

10-19-12

**Replace "at least 2 representatives" in the 5th paragraph of section 5-1.09C with:**

10-19-12

field supervisory personnel

**Replace the 1st and 2nd sentences in the 7th paragraph of section 5-1.13B(1) with:**

06-20-12

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date.

**Replace "90" in the last sentence of the 7th paragraph of section 5-1.13B(1) with:**

06-20-12

30

**Replace "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 5-1.13B(2) with:**

06-20-12

Performance of

**Delete *U* in *UDBE* at each occurrence in section 5-1.13B(2).**

06-20-12

**Replace the 3rd paragraph of section 5-1.13B(2) with:**

06-20-12

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Department.

**Replace item 6 in the list in the 4th paragraph of section 5-1.13B(2) with:**

06-20-12

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

**Add to the list in the 4th paragraph of section 5-1.13B(2):**

06-20-12

8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Department determines other documented good cause.



**Add between the 4th and 5th paragraphs of section 5-1.13B(2):**

07-20-12

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

**Add between "terminated" and ", you" in the 5th paragraph of section 5-1.13B(2):**

07-20-12

or substituted

**Replace "Contract" in item 1 in the list in the 5th paragraph of section 5-1.13C with:**

10-19-12

work

**Replace "Reserved" in section 5-1.20C with:**

10-19-12

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in the *Information Handout* in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

**Add between the 2nd and 3rd paragraphs of section 5-1.23A:**

10-19-12

Submit action and informational submittals to the Engineer.

**Add to section 5-1.36C:**

07-20-12

If the Contract does not include an agreement with a railroad company, do not allow personnel or equipment on railroad property.

Prevent material, equipment, and debris from falling onto railroad property.

**Add between the 1st and 2nd paragraphs of section 5-1.37A:**

10-19-12

Do not remove any padlock used to secure a portion of the work until the Engineer is present to replace it. Notify the Engineer at least 3 days before removing the lock.

**Replace the 1st sentence of the 1st paragraph of section 5-1.39C(2) with:**

10-19-12

Section 5-1.39C(2) applies if a plant establishment period of 3 years or more is shown on the *Notice to Bidders*.

**Replace "working days" in the 1st paragraph of section 5-1.43E(1)(a) with:**

original working days

10-19-12

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## **6 CONTROL OF MATERIALS**

04-19-13

**Replace section 6-2.05C with:**

04-19-13

### **6-2.05C Steel and Iron Materials**

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

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## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

07-27-12

**Replace "20 days" in the 14th paragraph of section 7-1.04 with:**

25 days

09-16-11

**Replace "90 days" in the 14th paragraph of section 7-1.04 with:**

125 days

09-16-11

**Add between the 18th and 19th paragraphs of section 7-1.04:**

09-16-11

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

## 07-27-12

| FHWA-1273 Nondiscrimination Clauses |                                                                                                                                                            |                                                                                 |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| FHWA-1273 section                   | FHWA-1273 clause                                                                                                                                           | Department clause                                                               |
| Training and Promotion              | In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. | If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.       |
| Records and Reports                 | If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.                        | If the Contract requires on-the-job training, collect and report training data. |

~~~~~

10-19-12

10-19-12

10-19-12

04-20-12

10-19-12

04-20-12

04-20-12

10-19-12

Revised Standard Specifications

Delete the 3rd paragraph of section 8-1.02C(5).

04-20-12

Replace "Contract" in the last paragraph of section 8-1.02C(5) with:

original

10-19-12

Replace "working days" in the 1st paragraph of section 8-1.02D(1) with:

original working days

10-19-12

Replace "8-1.02D(1)" in the 2nd paragraph of section 8-1.02D(1) with:

8-1.02C(1)

01-20-12

Replace "Contract" in the 3rd paragraph of section 8-1.02D(2) with:

work

10-19-12

Replace "Contract" in item 9 in the list in the 4th paragraph of section 8-1.02D(4) with:

work

10-19-12

Replace "Contract completion" in the 4th paragraph of section 8-1.02D(6) with:

work completion

10-19-12

Replace "Contract working days" in the 4th paragraph of section 8-1.02D(6) with:

original working days

10-19-12

Delete items 1.3 and 1.4 in the list in the 1st paragraph of section 8-1.02D(10).

04-20-12

Replace the last paragraph of section 8-1.04B with:

The Department does not adjust time for starting before receiving notice of Contract approval.

10-19-12

Replace the 1st paragraph of section 8-1.05 with:

Contract time starts on the last day specified to start job site activities in section 8-1.04 or on the day you start job site activities, whichever occurs first.

10-19-12

Replace the 2nd paragraph of section 8-1.05 with:

Complete the work within the Contract time.

10-19-12

Delete "unless the Contract is suspended for reasons unrelated to your performance" in the 4th paragraph of section 8-1.05.

10-19-12

Replace the headings and paragraphs in section 8-1.06 with:

10-19-12

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified under sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

Replace the 1st sentence in the 1st paragraph of section 8-1.07B with:

10-19-12

For a critical delay, the Department may make a time adjustment.

Add to the end of section 8-1.07C:

10-19-12

The Department does not make a payment adjustment for overhead incurred during non-working days that extend the Contract into an additional construction season.

Replace the 1st paragraph of section 8-1.07C with:

10-19-12

For an excusable delay that affects your costs, the Department may make a payment adjustment.

Replace "8-1.08B and 8-1.08C" in the 1st paragraph of section 8-1.10A with:

08-05-11

8-1.10B and 8-1.10C

Replace section 8-1.10D with:

10-19-12

8-1.10D Reserved

AA

9 PAYMENT

01-18-13

Replace item 1 in the 3rd paragraph of section 9-1.03 with:

01-18-13

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item

Replace "in" in the 3rd paragraph of section 9-1.04A with:

10-19-12

for

Add to the end of section 9-1.04A:

10-19-12

For nonsubcontracted work paid by force account for a contract with a TRO bid item, the markups are those shown in the following table instead of those specified in sections 9-1.04B–D:

Cost	Percent markup
Labor	30
Materials	10
Equipment rental	10

Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

04-20-12

Replace the formula in section 9-1.07B(2) with:

04-20-12

$$Q_h = HMATT \times X_a$$

Replace "weight of dry aggregate" in the definition of the variable X_a in section 9-1.07B(2) with:

04-20-12

total weight of HMA

Replace the formula in section 9-1.07B(3) with:

04-20-12

$$Q_{rh} = RHMATT \times 0.80 \times X_{arb}$$

Replace "weight of dry aggregate" in the definition of the variable X_{arb} in section 9-1.07B(3) with:

04-20-12

total weight of rubberized HMA

Replace the heading of section 9-1.07B(4) with:

04-20-12

Hot Mix Asphalt with Modified Asphalt Binder

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

04-20-12

HMA with

Replace the formula in section 9-1.07B(4) with:

04-20-12

$$Q_{mh} = MHMATT \times [(100 - X_{am}) / 100] \times X_{mab}$$

Replace "weight of dry aggregate" in the definition of the variable *X_{mab}* in section 9-1.07B(4) with:

04-20-12

total weight of HMA

Replace the formula in section 9-1.07B(5) with:

04-20-12

$$Q_{rap} = HMATT \times X_{aa}$$

Replace "weight of dry aggregate" in the definitions of the variables *X_{aa}* and *X_{tain}* in section 9-1.07B(5) with:

04-20-12

total weight of HMA

Add after the variable definitions in section 9-1.07B(9):

04-20-12

The quantity of extender oil is included in the quantity of asphalt.

Replace the headings and paragraphs in section 9-1.11 with:

10-19-12

9-1.11A General

Section 9-1.11 applies if a bid item for time-related overhead is included in the Contract. If a bid item for time-related overhead is included, you must exclude the time-related overhead from every other bid item price.

9-1.11B Payment Quantity

The TRO quantity does not include the number of working days to complete plant establishment work.

For a contract with a TRO lump sum quantity on the Bid Item List, the Department pays you based on the following conversions:

1. LS unit of measure is replaced with WDAY
2. Lump sum quantity is replaced with the number of working days bid
3. Lump sum unit price is replaced with the item total divided by the number of working days bid

9-1.11C Payment Inclusions

Payment for the TRO bid item includes payment for time-related field- and home-office overhead for the time required to complete the work.

The field office overhead includes time-related expenses associated with the normal and recurring construction activities not directly attributed to the work, including:

1. Salaries, benefits, and equipment costs of:
 - 1.1. Project managers
 - 1.2. General superintendents
 - 1.3. Field office managers
 - 1.4. Field office staff assigned to the project
2. Rent
3. Utilities
4. Maintenance
5. Security
6. Supplies
7. Office equipment costs for the project's field office

The home-office overhead includes the fixed general and administrative expenses for operating your business, including:

1. General administration
2. Insurance
3. Personnel and subcontract administration
4. Purchasing
5. Accounting
6. Project engineering and estimating

Payment for the TRO bid item does not include payment for:

1. The home-office overhead expenses specifically related to:
 - 1.1. Your other contracts or other businesses
 - 1.2. Equipment coordination
 - 1.3. Material deliveries
 - 1.4. Consultant and legal fees
2. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract
3. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements
4. Additional overhead involved in performing additional work that is **not** a controlling activity
5. Overhead costs incurred by your subcontractors of any tier or **suppliers**

9-1.11D Payment Schedule

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the *Weekly Statement of Working Days*.

For progress payments, the Department pays a unit price equal to the lesser of the following amounts:

1. Price per working day as bid or as converted under section 9-1.11B.
2. 20 percent of the total bid divided by the number of original working days

For a contract without plant establishment work, the Department pays you the balance due of the TRO item total as specified in section 9-1.17B.

For a contract with plant establishment work, the Department pays you the balance due of the TRO item total in the 1st progress payment after all non-plant establishment work is completed.

9-1.11E Payment Adjustments

The 3rd paragraph of section 9-1.17C does not apply.

The Department does not adjust the unit price for an increase or decrease in the TRO quantity except as specified in section 9-1.11E.

Section 9-1.17D(2)(b) does not apply except as specified for the audit report below.

If the TRO bid item quantity exceeds 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity. For the adjustment, submit an audit report within 60 days of the Engineer's request. The report must be prepared as specified for an audit report for an overhead claim in section 9-1.17D(2)(b).

Within 20 days of the Engineer's request, make your financial records available for an audit by the State for the purpose of verifying the actual rate of TRO described in your audit. The actual rate of TRO described is subject to the Engineer's authorization.

The Department pays the authorized actual rate for TRO in excess of 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B.

The Department pays for 1/2 the cost of the report; the Contractor pays for the other 1/2. The cost is determined under section 9-1.05.

Delete "revised Contract" in item 1 of the 1st paragraph of section 9-1.16E(2).

10-19-12

Replace "2014" in the 1st paragraph of section 9-1.16F with:

2020

10-19-12

Replace the 2nd paragraph of section 9-1.17C with:

Submit either a written acceptance of the proposed final estimate or a claim statement postmarked or hand delivered before the 31st day after receiving the proposed final estimate.

10-19-12

Add between "the" and "final estimate" in the 1st sentence in the 3rd paragraph of section 9-1.17C:

proposed

10-19-12

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

04-19-13

Replace the headings and paragraphs in section 10 with:

04-19-13

10-1 GENERAL

10-1.01 GENERAL

Section 10 includes general specifications for general construction work.

10-1.02 WORK SEQUENCING

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers.

10-1.03 TIME CONSTRAINTS

Reserved

10-1.04 TRAINING AND MEETINGS

Training and meetings are held at times and locations you and the Engineer agree to.

10-1.05–10-1.10 RESERVED

10-2 SUSTAINABLE DESIGN REQUIREMENTS

10-2.01 GENERAL

10-2.01A General

Reserved

10-2.01B–10-2.01H Reserved
10-2.02 CALGREEN TIER 1
10-2.02A–10-2.02H Reserved
10-2.03 LEED
10-2.03A–10-2.03H Reserved

10-3–10-5 RESERVED
10-6 JOB SITE WATER CONTROL

10-6.01 GENERAL

Section 10-6 includes specifications for controlling water to provide a dry working area at the job site.

10-6.02 WATER-FILLED COFFERDAM

Reserved

10-6.03–10-6.10 RESERVED

10-7–10-20 RESERVED

AA

12 TEMPORARY TRAFFIC CONTROL

04-19-13

Replace the 1st paragraph of section 12-3.01A(4) with:

Category 2 temporary traffic control devices must be on FHWA's list of acceptable, crashworthy Category 2 hardware for work zones. This list is available on FHWA's Safety Program Web site. 10-19-12

Replace "project" in the 4th paragraph of section 12-3.02C with:

work

10-19-12

Add after "Display" in item 4 in the list in the 2nd paragraph of section 12-3.03B:

or Alternating Diamond

04-19-13

Replace "project" in the 3rd paragraph of section 12-3.07C with:

work

10-19-12

Replace the 3rd through 5th paragraphs of section 12-4.03 with:

Submit closure schedules using the Department's Internet-based LCS program to show the locations and times of the proposed closures. 04-19-13

The Department provides LCS training. Request LCS training at least 30 days before submitting the 1st lane closure request. The Department provides the training within 15 days after your request. The training may be web based.

Except for web-based training, the training is held at a time and location you and the Engineer agree to.

Add to the list in the 1st paragraph of section 13-1.01D(3)(b):

10-21-11

3. Have completed SWRCB approved QSD training and passed the QSD exam

Add to the list in the 2nd paragraph of section 13-1.01D(3)(b):

10-21-11

3. Have completed SWRCB approved QSP training and passed the QSP exam

Replace "NEL violation" in item 3.6.2 in the list in the 1st paragraph of section 13-1.01D(3)(c) with:

04-19-13

receiving water monitoring trigger

Replace the 1st paragraph in section 13-2.01B with:

04-19-13

Within 7 days after Contract approval, submit 2 copies of your WPCP for review. Allow 5 business days for review.

After the Engineer authorizes the WPCP, submit an electronic copy and 3 printed copies of the authorized WPCP.

If the RWQCB requires review of the authorized WPCP, the Engineer submits the authorized WPCP to the RWQCB for its review and comment. If the Engineer orders changes to the WPCP based on the RWQCB's comments, amend the WPCP within 3 business days.

Replace the 1st paragraph in section 13-3.01B(2)(a) with:

04-19-13

Within 15 days of Contract approval, submit 3 copies of your SWPPP for review. The Engineer provides comments and specifies the date when the review stopped if revisions are required. Change and resubmit a revised SWPPP within 15 days of receiving the Engineer's comments. The Department's review resumes when a complete SWPPP has been resubmitted.

When the Engineer authorizes the SWPPP, submit an electronic copy and 4 printed copies of the authorized SWPPP.

If the RWQCB requires review of the authorized SWPPP, the Engineer submits the authorized SWPPP to the RWQCB for its review and comment. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 10 days.

Replace "NELs" in item 3.1 in the 3rd paragraph of section 13-3.01B(2)(a) with:

04-19-13

receiving water monitoring triggers

Replace section 13-3.01B(6)(c) with:

04-19-13

13-3.01B(6)(c) Receiving Water Monitoring Trigger Report

Whenever a receiving water monitoring trigger is exceeded, notify the Engineer and submit a receiving water monitoring trigger report within 48 hours after conclusion of a storm event. The report must include:

1. Field sampling results and inspections, including:
 - 1.1. Analytical methods, reporting units, and detection limits
 - 1.2. Date, location, time of sampling, visual observation and measurements
 - 1.3. Quantity of precipitation from the storm event

2. Description of BMPs and corrective actions

Replace "NEL" in the 6th paragraph of section 13-3.01C(1) with:

04-19-13

receiving water monitoring trigger

Replace section 13-3.01C(3) with:

04-19-13

13-3.01C(3) Receiving Water Monitoring Trigger

For a risk level 3 project, receiving water monitoring triggers must comply with the values shown in the following table:

Receiving Water Monitoring Trigger

Parameter	Test method	Detection limit (min)	Unit	Value
pH	Field test with calibrated portable instrument	0.2	pH	Lower limit = 6.0 Upper limit = 9.0
Turbidity	Field test with calibrated portable instrument	1	NTU	500 NTU max

The storm event daily average for storms up to the 5-year, 24-hour storm must not exceed the receiving water monitoring trigger for turbidity.

The daily average sampling results must not exceed the receiving water monitoring trigger for pH.

04-19-13

Delete "and NELs are violated" in the 3rd paragraph of section 13-3.03C.

Replace "working days" at each occurrence in section 13-3.04 with.

10-19-12

original working days

04-19-13

Delete the 1st sentence in the 2nd paragraph of section 13-4.03C(3).

Add between the 2nd and 3rd paragraphs of section 13-4.03C(3):

04-19-13

Manage stockpiles by implementing water pollution control practices on:

1. Active stockpiles before a forecasted storm event
2. Inactive stockpiles according to the WPCP or SWPPP schedule

Replace the paragraph in section 13-4.04 with:

04-20-12

Not Used

10-19-12

04-20-12

10-19-12

10-19-12

10-19-12

10-19-12

10-19-12

10-19-12

10-19-12

AA

04-19-13

07-01-11

01-20-12

Revised Standard Specifications

Replace "sets" in the 3rd and 4th paragraphs of section 19-3.01A(2)(d) with:
copies

04-19-13

Add to section 19-3.01A(3)(b):

01-20-12

For soil nail walls, wall zones are specified in the special provisions.

For ground anchor walls, a wall zone is the entire wall unless otherwise specified in the special provisions.

Delete the 2nd sentence in the 4th paragraph of section 19-3.01A(3)(b).

01-20-12

Replace "90" in the paragraph of section 19-3.02G with:

90-1

01-18-13

Replace the heading of section 19-3.03C with:

19-3.03B(4) Cofferdams

04-19-13

Replace the heading of section 19-3.03D with:

19-3.03B(5) Water Control and Foundation Treatment

04-19-13

Replace the 1st paragraph of section 19-3.03E(3) with:

01-20-12

Compact structure backfill behind lagging of soldier pile walls by hand tamping, mechanical compaction, or other authorized means.

Replace the 2nd paragraph of section 19-3.03F with:

01-20-12

Do not backfill over or place material over slurry cement backfill until 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

Add between the 2nd and 3rd paragraphs of section 19-3.03K:

01-20-12

Before you excavate for the installation of ground anchors in a wall zone:

1. Complete stability testing
2. Obtain authorization of test data

01-20-12

01-20-12

01-20-12

01-20-12

01-20-12

01-20-12

- 01-18-13

01-18-13

01-18-13

10-19-12

10-19-12

01-18-13

01-18-13

[illegible]

04-20-12

04-20-12

04-20-12

04-20-12

04-20-12

30-1.01 GENERAL

30-2 FULL DEPTH RECLAIMED—FOAMED ASPHALT

Reserved

30-3-30-6 RESERVED

SURFACINGS AND PAVEMENTS

01-18-13

01-18-13

37-1.01 GENERAL

37-1.01A Summary

Section 37-1 includes general specifications for applying bituminous seals.

37-1.01B Definitions

Reserved

37-1.01C Submittals

Reserved

37-1.01D Quality Control and Assurance

37-1.01D(1) General

Reserved

37-1.01D(2) Prepaving Conference

For seal coats and micro-surfacing, schedule a prepaving conference at a mutually agreed upon time and place to meet with the Engineer.

Preparing conference attendees must sign an attendance sheet provided by the Engineer. The preparing conference must be attended by your:

1. Project superintendent
2. Paving construction foreman
3. Traffic control foreman

Be prepared to discuss:

1. Quality control
2. Acceptance testing
3. Placement
4. Training on placement methods
5. Checklist of items for proper placement
6. Unique issues specific to the project, including:
 - 6.1. Weather
 - 6.2. Alignment and geometrics
 - 6.3. Traffic control issues
 - 6.4. Haul distances

AA

84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

01-20-12

Replace the 1st paragraph in section 84-2.04 with:

01-20-12

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

Add to section 84:

01-20-12

84-6 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS WITH ENHANCED WET NIGHT VISIBILITY

Reserved

84-7-84-10 RESERVED

AA

DIVISION X MATERIALS

90 CONCRETE

08-05-11

Replace the 3rd paragraph of section 90-1.01C(7) with:

08-05-11

Submit weighmaster certificates in printed form or, if authorized, in electronic media. Present electronic media in a tab-delimited format on a CD or DVD. Captured data for the ingredients represented by each batch must be line feed carriage return and one line separate record with sufficient fields for the specified data.

Replace the 3rd paragraph of section 90-3.01C(5) with:

08-05-11

Production data must be input by hand into a pre-printed form or captured and printed by the proportioning device. Present electronic media containing recorded production data in a tab-delimited format on a CD or DVD. Each capture of production data must be followed by a line feed carriage return with sufficient fields for the specified data.

AA

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CALTRANS STANDARD PLANS

2010 EDITION

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

A10A	Abbreviations (Sheet 1 of 2)
A10B	Abbreviations (Sheet 2 of 2)
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20D	Pavement Markers and Traffic Lines, Typical Details
A24B	Pavement Markings - Arrows and Symbols
A24D	Pavement Markings - Words
RSP A24E	Pavement Markings - Words, Limit and Yield Lines
RSP A24F	Pavement Markings - Crosswalks

SURVEY MONUMENTS

A74	Survey Monuments
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PAVEMENTS

RSP P74	Pavement Edge Treatments
RSP P75	Pavement Edge Treatments - Overlays
RSP P76	Pavement Edge Treatments - New Construction

TEMPORARY TRAFFIC CONTROL SYSTEMS

T17	Traffic Control System for Moving Lane Closure on Two Lane Highways
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UNOFFICIAL

COUNTY OF TULARE

STATE OF CALIFORNIA

PROPOSAL TO THE BOARD OF SUPERVISORS

FOR CONSTRUCTING:

AC OVERLAY PROJECT LOCATIONS

1. AVENUE 56 - SR43 TO ROAD 96
2. AVENUE 256 - ROAD 180 TO ROAD 188
3. MONSON DRIVE - AVENUE 384 TO ROAD 104
4. D238 - AVENUE 124 TO TEAPOT DOME AVE.
5. SUCCESS DRIVE - PARK TO CONNER STREET

Name of Bidder _____

Telephone Number _____

Business Mailing Address _____

Place of Business _____

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work and the annexed proposed form of contract; and he proposes and agrees if this proposal is accepted, that he will contract with the County of Tulare, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and he will take in full payment therefore the following unit prices, to wit:

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TULARE COUNTY RESOURCE MANAGEMENT AGENCY

**AVENUE 56 - SR43 TO ROAD 96, AVENUE 256 - ROAD 180 TO ROAD 188, MONSON DRIVE -
AVENUE 384 TO ROAD 104, D238 - AVENUE 124 TO TEAPOT DOME AVE., SUCCESS DRIVE -
PARK TO CONNER STREET AC OVERLAY PROJECTS**

BASE BID LOCATIONS 1, 2, 3 and 4

Item No.	BEES NUMBERS	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	999990	Mobilization _____per lump sum.	LS	1		
2	120090	Construction Area Signs _____per lump sum	LS	1		
3	120100	Traffic Control System _____per lump sum.	LS	1		
4	120300	Temporary Pavement Marker (Reflectors) _____per lump sum	LS	1		
5	150768	Remove Asphalt Concrete Pavement _____per square yard.	SY	34,470		
6	190101	Roadway Excavation _____per cubic yard.	CY	55		
7	190185	Shoulder Backing _____per station.	STA	605		
8(F)	198010	Import Borrow (Shoulder Backing) _____per cubic yard.	CY	2,640		
9	200002	Roadside Clearing _____per lump sum.	LS	1		
10	260303	Class 3 Aggregate Base _____per cubic yard.	CY	325		
11	390133	Hot Mix Asphalt (Type B) _____per ton	TON	17,040		
12	391007	Paving Asphalt (Binder to Geosynthetic) _____per ton.	TON	79		

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BASE BID LOCATIONS 1, 2, 3 and 4 (Continued)

Item No.	BEES NUMBERS	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
13	393004	Geosynthetic Pavement Interlayer (Fabric) _____per square yard.	SY	75,855		
14	397005	Tack Coat _____per ton.	TON	9		
15	810111	Survey Monument _____per each.	EA	10		
16	840515	Paint Pavement Marking (2-Coat) _____per square foot.	SF	808		
17	840501	Paint Traffic Stripe (2-Coat) _____per linear foot.	LF	85,915		

(F) = Final Pay Item

TOTAL Base Bid Amount for Locations 1, 2, 3 & 4 (In words and numbers)

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LOCATION 5 - ADDITIVE 1 BID

Item No.	BEES NUMBERS	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	999990	Mobilization _____per lump sum.	LS	1		
2	120090	Construction Area Signs _____per lump sum	LS	1		
3	120100	Traffic Control System _____per lump sum.	LS	1		
4	120300	Temporary Pavement Marker (Reflectors) _____per lump sum	LS	1		
5	150768	Remove Asphalt Concrete Pavement _____per square yard.	SY	3,225		
6	190185	Shoulder Backing _____per station.	STA	31		
7(F)	198010	Import Borrow (Shoulder Backing) _____per cubic yard.	CY	140		
8	200002	Roadside Clearing _____per lump sum.	LS	1		
9	390133	Hot Mix Asphalt (Type B) _____per ton	TON	1,050		
10	391007	Paving Asphalt (Binder to Geosynthetic) _____per ton.	TON	4		
11	393004	Geosynthetic Pavement Interlayer (Fabric) _____per square yard.	SY	3,870		
12	397005	Tack Coat _____per ton.	TON	1		
13	810111	Survey Monument _____per each.	EA	3		
14	840515	Paint Pavement Marking (2-Coat) _____per square foot.	SF	80		

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LOCATION 5 - ADDITIVE 1 BID (Continued)

Item No.	BEES NUMBERS	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
15	840501	Paint Traffic Stripe (2-Coat) _____per linear foot.	LF	1,800		

(F) = Final Pay Item

TOTAL Location 5 - Additive 1 (In words and numbers)

TOTAL Base Bid Amount **PLUS** Location 5 - Additive 1 (In words and numbers)

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LOCATION 5 - ADDITIVE 2 BID

Item No.	BEES NUMBERS	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	120090	Construction Area Signs _____per lump sum	LS	1		
2	120100	Traffic Control System _____per lump sum.	LS	1		
3	120300	Temporary Pavement Marker (Reflectors) _____per lump sum	LS	1		
4	150768	Remove Asphalt Concrete Pavement _____per square yard.	SY	5,260		
5	190101	Roadway Excavation _____per cubic yard.	CY	50		
6	190185	Shoulder Backing _____per station.	STA	28		
7	198010	Import Borrow (Shoulder Backing) _____per cubic yard.	CY	125		
8(F)	200002	Roadside Clearing _____per lump sum.	LS	1		
9	260303	Class 3 Aggregate Base _____per cubic yard.	CY	295		
10	390133	Hot Mix Asphalt (Type B) _____per ton	TON	850		
11	391007	Paving Asphalt (Binder to Geosynthetic) _____per ton.	TON	4		
12	393004	Geosynthetic Pavement Interlayer (Fabric) _____per square yard.	SY	3,470		
13	397005	Tack Coat _____per ton.	TON	1		
14	810111	Survey Monument _____per each.	EA	4		

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LOCATION 5 - ADDITIVE 2 BID (Continued)

Item No.	BEES NUMBERS	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
15	840515	Paint Pavement Marking (2-Coat) _____per square foot.	SF	270		
16	840501	Paint Traffic Stripe (2-Coat) _____per linear foot.	LF	1400		

(F) = Final Pay Item

TOTAL Location 5 - Additive 2 (In words and numbers)

TOTAL Base Bid Amount **PLUS** Location 5 - Additive 1 **AND** 2 (In words and numbers)

UNOFFICIAL

UNOFFICIAL

LOCATION 5 - ADDITIVE 3 BID

Item No.	BEES NUMBERS	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	120090	Construction Area Signs _____per lump sum	LS	1		
2	120100	Traffic Control System _____per lump sum.	LS	1		
3	120300	Temporary Pavement Marker (Reflectors) _____per lump sum	LS	1		
4	150768	Remove Asphalt Concrete Pavement _____per square yard.	SY	8,160		
5	190185	Shoulder Backing _____per station.	STA	55		
6	198010	Import Borrow (Shoulder Backing) _____per cubic yard.	CY	200		
7(F)	200002	Roadside Clearing _____per lump sum.	LS	1		
8	390133	Hot Mix Asphalt (Type B) _____per ton	TON	1,640		
9	391007	Paving Asphalt (Binder to Geosynthetic) _____per ton.	TON	7		
10	393004	Geosynthetic Pavement Interlayer (Fabric) _____per square yard.	SY	6,670		
11	397005	Tack Coat _____per ton.	TON	1		
12	810111	Survey Monument _____per each.	EA	3		
13	840515	Paint Pavement Marking (2-Coat) _____per square foot.	SF	205		

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LOCATION 5 - ADDITIVE 3 BID (Continued)

Item No.	BEES NUMBERS	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
14	840501	Paint Traffic Stripe (2-Coat) _____per linear foot.	LF	3,150		

(F) = Final Pay Item

TOTAL Location 5 - Additive 3 (In words and numbers)

TOTAL Base Bid Amount **PLUS** Location 5 - Additive 1, 2 **AND** 3 (In words and numbers)

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In case of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County's estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placements. Cents symbols also have no significance in establishing any unit price or item total since all such figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific discrepancies cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Board of Supervisors, and such discretion will be exercised in the manner deemed by the Board of Supervisors to best carry out its duty to award only to the lowest responsive, responsible bidder. The decision of the Board of Supervisors respecting the amount of a bid, or the existence or treatment of a discrepancy in a bid shall be final.

If this proposal is accepted and the undersigned is awarded the Contract, given notice of the award and presented with the Contract for signature as provided in the Special Provisions, and shall fail, within the time and manner required under the Special Provisions, to sign and deliver the Agreement to the Clerk of the Board of Supervisors, together with all required insurance certificates, bonds, powers of attorney, certificate of authority, insurance rating, financial statements, proofs of licensing, and any other documents required by the Special Provisions to be filed with the signed Agreement, then the Board of Supervisors may, in its sole discretion, determine that the bidder has abandon his bid, whereupon the Board's acceptance of this proposal shall be deemed frustrated, and such bid security as may accompany this proposal shall become due and owing to the County of Tulare as liquidated damages.

Accompanying this proposal is a _____ for

\$_____. (Insert the words "Cash", "Cashier's Check", "Certified Check" or Bidders Bond", as the case may be, and an amount equal to at least ten percent (10%) of the total bid).

The undersigned understands that the Board of Supervisors retains the option to reject any or all bids.

Further, as part of the proposal, the contractor provides the following information and representations:

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ADDENDA CERTIFICATION STATEMENT

This Proposal is submitted with respect to the changes in the contract documents included in Addendum

Number(s) _____.

Name of Contractor _____

Warning. If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal will be rejected.

The above Addenda Certification Statement is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Addenda Certification Statement.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

Has the bidder, or any officer of the bidder, or any employee who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Note: The above Questionnaire and Statement are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature under penalty of perjury of this Questionnaire and Statement.

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PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct and that this declaration is executed on _____ [date],

at _____ [city], _____ [state]

(Signature)

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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that

he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Signing this Proposal on the signature portion thereof shall also constitute signing this certificate.

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
 - has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 2-1.33C of the Standard Specifications, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

The General Contractor to whom the contract is awarded will not be permitted, without the written consent of the Tulare County Director of the Resource Management Agency or designee, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. Consent to the substitution of another person as subcontractor shall only be permitted in accordance with Public Contract Code Section 4107.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent of the total contract price, will be allowed only in accordance with Public Contract Code Section 4109.

<u>Subcontractor Information</u>			<u>Work Portion</u>		
<u>Name</u>	<u>Address</u>	<u>Lic. No.</u>	<u>Bid Item No.</u>	<u>Description</u>	<u>% of Bid Item</u>
			a)		
			b)		
			c)		
			d)		
			a)		
			b)		
			c)		
			d)		
			a)		
			b)		
			c)		
			d)		
			a)		
			b)		
			c)		
			d)		
			a)		
			b)		
			c)		
			d)		
			a)		
			b)		
			c)		
			d)		
			a)		
			b)		
			c)		
			d)		

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Further, as part of this proposal, the contractor agrees to the terms, and supplies the information required in the attached "Bidders Bond" or other security instruments (if such bond or instrument is required). Such Bond or instrument is considered part of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, vice-president, secretary, and treasurer thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

License No. _____ Classification(s) _____

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Signature of bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with the Board of Supervisors prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____

Place of Business _____

Date: _____

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COUNTY OF TULARE
STATE OF CALIFORNIA

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENT:

That we _____

_____, AS PRINCIPAL, and

_____ as SURETY,

are held and firmly bound unto the County of Tulare, hereinafter called the Obligee, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Board of Supervisors, County of Tulare, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the above-mentioned bid to the Board of Supervisors, County of Tulare, for certain construction specifically described as follows, for which bids are to be opened at Visalia, California, on _____, _____, for construction of **AC OVERLAY PROJECT LOCATIONS 1. AVENUE 56 - SR43 TO ROAD 96, 2. AVENUE 256 - ROAD 180 TO ROAD 188, 3. MONSON DRIVE - AVENUE 384 TO ROAD 104, 4. D238 - AVENUE 124 TO TEAPOT DOME AVE., 5. SUCCESS DRIVE - PARK TO CONNER STREET.**

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract, given the required notice of award and presented with the Contract for signature and, within the time and manner required under the Special Provisions, executes and files it with the Clerk of the Board of Supervisors in the prescribed form and in accordance with the bid, together with all insurance certificates, bonds, powers of attorney, certificates of authority and financial statements, proofs of licensing, and any other documents required by the Special Provisions to be filed with the executed Agreement, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of

_____, _____.

_____(SEAL)

_____(SEAL)

_____(SEAL)

Principal

_____(SEAL)

_____(SEAL)

_____(SEAL)

Surety

Note - Signature of those executing for the surety must be properly acknowledged or notarized.

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COUNTY OF TULARE
STATE OF CALIFORNIA

CONTRACT

THIS AGREEMENT, entered into as of this _____ day of _____, by and between the COUNTY OF TULARE, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, County desires to carry out a project of constructing of **AC OVERLAY PROJECT LOCATIONS 1. AVENUE 56 - SR43 TO ROAD 96, 2. 256 - ROAD 180 TO ROAD 188, 3. MONSON DRIVE - AVENUE 384 TO ROAD 104, 4. D238 - AVENUE 124 TO TEAPOT DOME AVE., 5. SUCCESS DRIVE - PARK TO CONNER STREET**, (hereinafter referred to as the "Work") in Tulare County.

WHEREAS, Contractor currently holds a Class A license from the State of California and is willing and able to perform the Work on the terms and conditions set forth herein; and

WHEREAS, County has offered this project through the statutorily prescribed bidding process, and through such process awarded this Contract to Contractor.

NOW, THEREFORE, BE IT AGREED as follows:

ARTICLE I. For and in consideration of the terms, conditions and covenants hereinafter contained, Contractor will, at his own cost and expense, do all the work and furnish all the materials, except such work or material, if any, which the terms herein specifically provide will be furnished by County, necessary to construct and complete in good workmanlike and substantial manner and to the satisfaction of County's Assistant Director of Public Works or designee, **AC OVERLAY PROJECT LOCATIONS 1. AVENUE 56 - SR43 TO ROAD 96, 2. AVENUE 256 - ROAD 180 TO ROAD 188, 3. MONSON DRIVE - AVENUE 384 TO ROAD 104, 4. D238 - AVENUE 124 TO TEAPOT DOME AVE., 5. SUCCESS DRIVE - PARK TO CONNER STREET**.

Contractor will furnish such work and material in accordance with the terms and conditions set forth in County's Special Provisions (hereinafter referred to as the "Special Provisions") issued for this contract and project, which Special Provisions are incorporated herein by reference as if set out in full. Further, Contractor will furnish such work and material in accordance with the Standard Specifications dated 2010 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated 2010 (hereinafter referred to as the "Standard Plans"), issued by the Department of Transportation of the State of California, and the project plans described below, which Standard Specifications, Standard Plans, and project plans are incorporated herein by reference as if set out in full.

The project plans for this project were approved February 24th, 2015 and are entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF

- AC OVERLAY PROJECT LOCATIONS**
1. AVENUE 56 - SR43 TO ROAD 96
2. AVENUE 256 - ROAD 180 TO ROAD 188
3. MONSON DRIVE - AVENUE 384 TO ROAD 104
4. D238 - AVENUE 124 TO TEAPOT DOME AVE.
5. SUCCESS DRIVE - PARK TO CONNER STREET

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation from County, for furnishing all materials, for doing all the work contemplated and embraced in this Contract, for all costs, losses, or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County of Tulare, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence

of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof in the manner and according to the Contract Documents as defined in Article XI, and the requirements of the Engineer under them, and in accordance with the bid of Contractor, the terms, conditions, and representations of which bid are incorporated herein by reference as if set out in full:

Item No.	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
----------	--	-----------------	--------------------	------------	--------

(ITEMS IN CONTRACT WILL BE THE SAME AS THOSE IN THE PROPOSAL)

ARTICLE III. Contractor will be licensed as required by law and will be in compliance with the regulations of the Contractors' State License Board. Contractor will possess a Class A license during the period of the construction. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goeth Road, Sacramento, California. Mailing Address: P.O. Box 26000, Sacramento, California 95826. Contractor will also comply with the licensing requirements specified in the "Notice to Bidders" which is specifically incorporated herein by this reference as if set out in full.

ARTICLE IV. Contractor agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply, and Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code section 1776 in accordance with Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code section 1777.1 or 1777.7:

1. Contractor will repay to County any money paid to any such subcontractor allowed to work on this project.
2. Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

ARTICLE V. County does hereby engage Contractor as an independent contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions in the Special Provisions which are a part of this contract.

ARTICLE VI. Contractor will neither sell, assign, transfer, convey or encumber this Contract or any right or interest therein or thereunder, or suffer or permit any such sale, assignment, transfer, conveyance or encumbrance to occur by operation of law, without the prior written consent of County.

ARTICLE VII. This Contract may only be amended or modified, as permitted by the Public Contract Code, by written consent to such amendment or modification by each party.

ARTICLE VIII. The termination provisions of the Standard Specifications are incorporated by reference.

ARTICLE IX. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom addressed, or in lieu of such personal service, when deposited in the United States mail, certified return receipt requested, addressed as follows:

Engineer: Hernan Beltran, P.E.
Engineer IV - Construction
County of Tulare
5961 South Mooney Boulevard
Visalia, CA93277

Contractor: _____

ARTICLE X. Prior to approval of this agreement by the COUNTY, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance in accordance with Section 7-1.06 which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Section 7-1.06 shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal may be considered a material breach of this Agreement.

ARTICLE XI. The Complete Contract between the parties shall consist of this Contract, Notice to Bidders, the Special Provisions, the Standard Specifications, the project plans, the Standard Plans, the Technical Specifications, all Addenda, and the accepted Proposal to the Board of Supervisors (Bid Proposal) by Contractor, including all statements, bonds, and certificates required to be submitted thereunder. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Complete Contract shall be of no force or effect.

ARTICLE XII. Should there be any conflict between the terms of this Contract and the bid or proposal of Contractor, then this Contract shall control and nothing herein shall be considered as an acceptance of any conflicting terms.

ARTICLE XIII. In lieu of the attorney's notice of approval provided for in Section 8-1.04 of the Standard Specifications, the Engineer will deliver a written Notice to Proceed to the Contractor following execution of the Contract on behalf of the Board of Supervisors. Contractor will begin work within fifteen (15) calendar days after receipt of said notice, in full compliance with said Section 8-1.04, and will complete all work within sixty (60) working days. Contractor agrees to pay liquidated damages pursuant to Section 8-1.10 of the Standard Specifications.

ARTICLE XIV. This Contract reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

ARTICLE XV. Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

ARTICLE XVI. This Contract shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

ARTICLE XVII. The failure of either party to insist on strict compliance with any provision of this Contract shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

ARTICLE XVIII. The Recitals and the Exhibits to this Contract are fully incorporated into and are integral parts of this Contract.

ARTICLE XIX. This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any

code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

ARTICLE XX. Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Contract.

ARTICLE XXI. If a dispute arises out of or relating to this Contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may initiate proceedings under Public Contract Code 20104 et al.

ARTICLE XXII. Contractor acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with County to make such information available and to complete DE Form 542. Failure to provide the required information may, at County's option, prevent approval of this Contract, or be grounds for termination by County.

ARTICLE XXIII. This Contract represents the entire Contract between Contractor, and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

ARTICLE XXIV. Contractor expressly understands and agrees that County is dependent upon certain Federal and/or State and/or local funding to pay the services provided in this Contract. If such Federal and/or State and/or local funding is discontinued and/or reduced, County shall have the right to terminate the Contract. In either event, County shall provide Contractor with at least 30 days prior written notice of such termination.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

BOARD OF SUPERVISORS
COUNTY OF TULARE
STATE OF CALIFORNIA

By _____
Chairman of the Board
of Supervisors
"County"

By _____

Title _____

By _____

Title _____

"Contractor"

Licensed in accordance with an act
providing for the registration of contractors.

License No. _____

Federal Employer Identification
Number _____

Dated: _____
APPROVED AS TO FORM,
County Counsel

By: _____
Deputy County Counsel

STATUTORY PERFORMANCE BOND PURSUANT TO

California Public Contract Code
Section 20129

KNOW ALL MEN BY THESE PRESENTS:

That _____ (Hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the surety), as Surety, are held and firmly bound unto the County of Tulare, (hereinafter called the Obligee) in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the ___th day of _____, _____ for construction of **AC OVERLAY PROJECT LOCATIONS 1. AVENUE 56 - SR43 TO ROAD 96, 2. AVENUE 256 - ROAD 180 TO ROAD 188, 3. MONSON DRIVE - AVENUE 384 TO ROAD 104, 4. D238 - AVENUE 124 TO TEAPOT DOME AVE., 5. SUCCESS DRIVE - PARK TO CONNER STREET** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, and conditions of said Agreement during the original term of the Agreement and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized extensions or modifications of said contract that may hereafter be made, notice of said extensions or modifications to the Surety being hereby waived; then the above obligation shall be void. Otherwise, said obligation shall remain in full force and effect.

Witness our hands this _____ day of _____, _____.

Principal Seal

By

Surety Seal

By

Agency of Record

Note: Bond surety must be admitted to transact surety insurance in the State of California.

STATUTORY PAYMENT BOND PURSUANT TO

California Civil Code
Sections 3247 through 3252

KNOW ALL MEN BY THESE PRESENTS:

That, _____.(Hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Tulare (hereinafter called the Obligee), in the amount of _____ (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___th day of _____, _____ for construction of **AC OVERLAY PROJECT LOCATIONS 1. AVENUE 56 - SR43 TO ROAD 96, 2. AVENUE 256 - ROAD 180 TO ROAD 188, 3. MONSON DRIVE - AVENUE 384 TO ROAD 104, 4. D238 - AVENUE 124 TO TEAPOT DOME AVE., 5. SUCCESS DRIVE - PARK TO CONNER STREET**, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond having been required or the said Principal in order to comply with the provisions of California Civil Code, Sections 3247 through 3252, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Statutory Provisions to the same extent as if they were copied at length herein.

Witness our hands this _____ day of _____, _____.

Principal Seal

By

Surety Seal

By

Agency of Record

Agency Address

Note: Bond surety must be admitted to transact surety insurance in the State of California

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

Date _____

CONTRACTOR

UNOFFICIAL

**CONSTRUCTION
OF
AC OVERLAY PROJECT LOCATIONS**

- 1. AVENUE 56 - SR43 TO ROAD 96**
- 2. AVENUE 256 - ROAD 180 TO ROAD 188**
- 3. MONSON DRIVE - AVENUE 384 TO ROAD 104**
- 4. D238 - AVENUE 124 TO TEAPOT DOME AVE.**
- 5. SUCCESS DRIVE - PARK TO CONNER STREET**

CONTRACT DOCUMENT CHECKLIST

The Contractor must deliver to the County with the Contract the following items:

1. The signed Contract (six copies). Each copy of the Contract must be signed by both the company president or vice president and the company secretary or treasurer with the Contractor's license number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code Section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 3247 through 3252 (forms included herein), with either County Clerk's certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of Section 3-1.04 of the special provisions including general liability, automobile and workers' compensation (a sample form is included).
5. Evidence that the Contractor possesses a current, valid state contractor's license required to perform the work under this Contract. A copy of the Contractor's license is sufficient.